

12798 Edgemere Boulevard

City of El Paso — Plan Commission — 2/8/2018 (REVISED)

PZST17-00037 Special Permit



STAFF CONTACT: Andrew Salloum, (915) 212-1603, SalloumAM@elpasotexas.gov

OWNER: Dual Enterprises, LLC

APPLICANT: Joe O'Leary

REPRESENTATIVE: Sonia Barrandey

LOCATION: 12798 Edgemere Boulevard, District 5

LEGAL DESCRIPTION: Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso, El Paso County, Texas

EXISTING ZONING: C-1 (Commercial)

REQUEST: Special Permit approval to allow for ballroom in C-2 (Commercial) zone district

RELATED APPLICATIONS: PZRZ17-00031, Rezoning

PUBLIC INPUT Planning received five letters and a petition with 25 signatures in opposition and a petition with 100 signatures in support to the special permit request, see attachment 6 and 7; Notices sent to property owners within 300 feet on January 25, 2018.

STAFF RECOMMENDATION: Approval (see pages 1—5 for basis of recommendation)

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a ballroom use in the C-2 (Commercial) zone district. The site plan shows a leased 5,584 sq. ft. suite and new 2,550 open patio area for a ballroom. The development requires a minimum of 57 parking spaces and the applicant is providing 57 parking spaces. Access to the subject property is provided from Edgemere Boulevard and Tierra Fertil Drive.

SUMMARY OF RECOMMENDATION: The Planning Division recommends approval of the requests for special permit and detailed site development plan review for a ballroom as it complies with Sections 20.04.260 and 20.04.320, Special Permit, 20.04.150, Detailed Site Development Plan, and the Plan El Paso land use designation G-4, Suburban (Walkable) in the East Planning area.



DESCRIPTION OF REQUEST

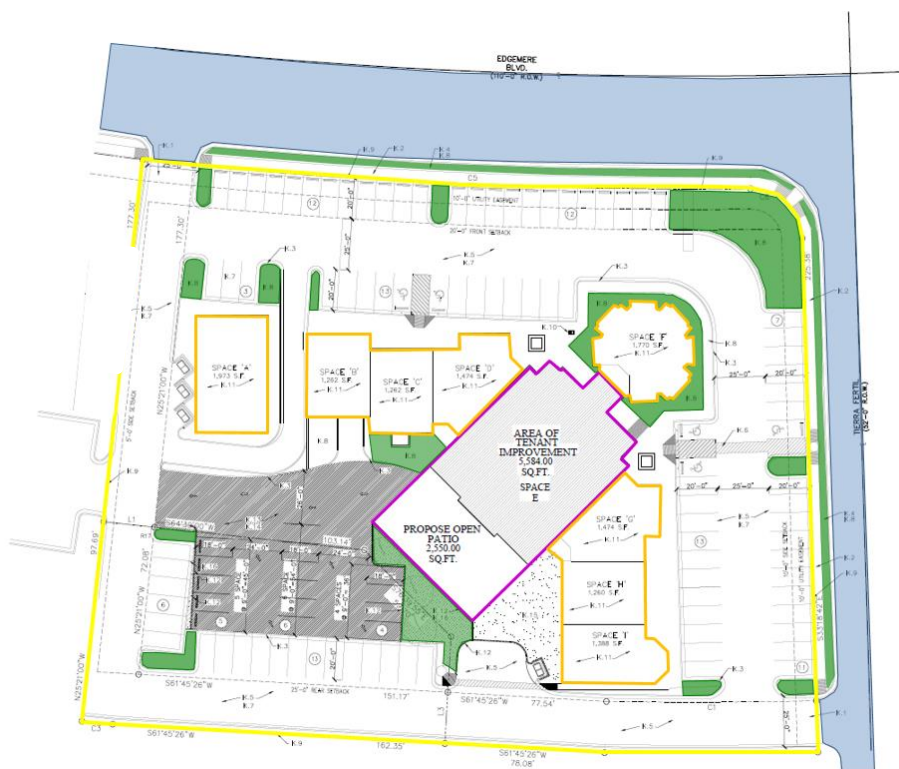
The applicant is requesting a special permit and detailed site development plan approval to allow for the ballroom use in a C-2 district. The detailed site development plan shows a leased 5,584 sq. ft. suite and new 2,550 open patio area for a ballroom. The development requires a minimum of 57 parking spaces and the applicant is providing 57 parking spaces. The development complies with the minimum landscape area requirements of Title 18.46. Access to the subject property is provided from Edgemere Boulevard and Tierra Fertil Drive.

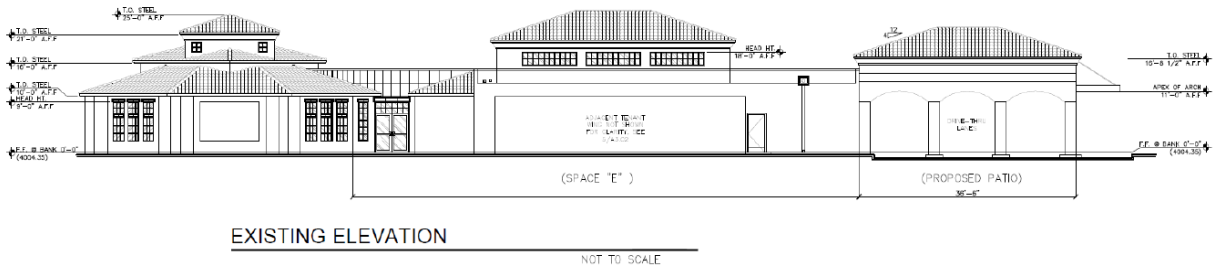
SPECIAL PERMIT REQUIREMENTS

To grant the special permit to allow for a ballroom, the applicant must comply with the following standards, per 20.04.260 & 20.04.320, Special Permit and 20.04.150, Detailed Site Development Plan.

20.04.260 & 20.04.0320 Special Permit	DOES IT COMPLY?
A. Building and occupancy permits shall not be issued to any building or use identified in this title as requiring a special permit until after approval of such special permit by the city council.	Yes. Ballroom is a permitted use in C-2 (Commercial) zone district with an approved Special Permit and Detailed Site Development Plan as identified by the zone district use regulations.
D. The city council, after hearing and report by the city plan commission, may approve a special permit upon a finding that the proposed development meets the following minimum requirements necessary to protect the public health, safety and general welfare of the community:	Yes, the proposed use complies the 20.04.320 D 1-8, as further explained below.
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located; complies with any special standards applicable to the particular type of development being proposed, or to the particular area in which the development is proposed; complies with any special approvals required in connection with such development or area;	Yes, the proposed development complies with setbacks and proposed tenant for existing commercial shopping center's adequate parking is provided.
2. The proposed development is in accordance with and in furtherance of the plan for El Paso, any special neighborhood plans or policies adopted by the city regarding the development area, or any approved concept plan;	Yes. The subject property, and the proposed development for it, meet the intent of the G-4, Suburban (Walkable) Future Land Use Map designation.
3. The proposed development is adequately served by and will not impose an undue burden upon the public improvements and rights-of-way by which it will be served or benefited, or which exist or are planned for	Yes, A TIA is not required. No negative comments from any reviewing departments were received.

installation within its boundaries or their immediate vicinity. A traffic impact study may be required to determine the effects of the proposed development on the public rights-of-way;	
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development;	No new construction is proposed other than interior remodeling and the addition of a patio to serve the proposed ballroom.
5. The design of the proposed development mitigates substantial environmental problems;	It does not apply to the existing building/use.
6. The proposed development provides adequate landscaping and/or screening where needed to reduce visibility to adjacent uses;	The development complies with the minimum landscape area requirements of Title 18.46. No additional screening is necessary between the subject property and its neighbors.
7. The proposed development is compatible with adjacent structures and uses;	The ballroom is compatible with adjacent retail, restaurant, office, and bar uses.
8. The proposed development is not materially detrimental to the enjoyment or valuation of the property adjacent to the site.	The proposed use will no negative affect adjacent uses on the site.





REALATION OF PROPOSED CHANGE TO THE CITY'S COMP. PLAN

CONSISTENCY WITH PLAN EL PASO	DOES IT COMPLY?
<u>G-4 Suburban (Walkable)</u> This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property, and the proposed development for it, meet the intent of the G-4, Suburban (Walkable) Future Land Use Map designation.
ZONING DISTRICT	DOES IT COMPLY?
<u>C-2 (Commercial)</u> The zone district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. Ballroom is permitted in the C-2 District with special permit approval and the proposal meets all dimensional requirements.

SUITABILITY OF SITE FOR USES UNDER CURRENT ZONING: The site meets the minimum dimensional requirements of the C-2 (Commercial) District, and the proposed use is permitted by special permit.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE: The intent of the Zoning Ordinance is to protect the public health, safety, and general welfare; to regulate the use of land and buildings within zoning districts to ensure compatibility, and to protect property values. The intent of this district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES: Per reviewing departments, the subject property is adequately served by the existing infrastructure to accommodate the proposed use. A new water service permit will be required, which will require coordination with the El Paso Water Utility.

EFFECT UPON THE NATURAL ENVIRONMENT: The subject property is not within any arroyos or identified environmentally sensitive areas.

COMMENT FROM THE PUBLIC: The subject property falls within the boundary of the Las Tierras Neighborhood Association and Eastside Civic Association and was contacted as required by 20.04.520. Notice of a Public Hearing was mailed to all property owners within 300 feet of the subject property on January 25, 2018. Planning Division five letters and a petition with 25 signatures in opposition and a petition with 100 signatures in support to the rezoning request, see attachment 6 and 7.

STAFF COMMENTS: No objections to proposed special permit and detailed site development plan approval. No reviewing departments had any comments. The applicant will need to coordinate with the El Paso Water Utility to establish service at the subject property. Applicant is responsible for obtaining all applicable permits and approvals prior to any construction or change in occupancy.

OTHER APPLICABLE FACTORS: Approval of the site plans by CPC constitutes a determination that the applicant is in compliance with the minimum provisions. Applicant is responsible for the adequacy of such plans, insuring that stormwater is in compliance with ordinances, codes, DSC, and DDM. Failure to comply may require the applicant to seek re-approval of the site plans from CPC.

ATTACHMENTS:

1. Site Plan
2. Zoning Map
3. Future Land Use Map
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Five letters and a petition with 25 signatures in Opposition
7. A petition with 100 signatures in Support

[illegible]

NOT TO SCALE

E-112 NEW CONC. CURBS & CUTTER SEE CHAL DIPS

- | | | | |
|------|--|------|-------------------------|
| K.1 | ENTRANCE DRIVE | K.13 | NEW TRUCK ASPHALT DRIVE |
| K.2 | ENTRANCE CONC DRIVE | K.14 | NEW PAVING GRADE |
| K.3 | ENTRANCE CONC DRIVE | K.15 | NEW CONCRETE |
| K.4 | ENTRANCE DRIVEWAY | K.16 | NEW LANDSCAPE ELEM. |
| K.5 | ENTRANCE ASPHALT | | |
| K.6 | ENTRANCE DRIVEWAY - CONC DRIVE | | |
| K.7 | ENTRANCE PAVING GRADE | | |
| K.8 | ENTRANCE LANDSCAPE | | |
| K.9 | INTERIOR USE | | |
| K.10 | ENTRANCE (2) NEW DRIVE | | |
| K.11 | ENTRANCE DRIVE (NOT WORK ON THIS AREA) | | |

0.584.00 SQ.FT. OF TREAT IMPROVEMENT

REQUIRED MINIMUM NUMBER OF H/C ACCESSIBLE SPACES	PROVIDED
113/25=4.52	5

[illegible]

LOT 1, BLOCK 166, TERRA DEL ESTE
U-18
CITY OF EL PASO, EL PASO COUNTY, TEXAS

12788 EXCELSIOR BLVD.
SPACE "E"

SETBACKS

BACK _____ 25"
 SIZE _____ 5"
 SIZE STREET _____ 10"

SEIBACKS C-2

BUILDING C : 0.094 SQ FT
 OFF PART : 2.550 SQ FT
LANDSCAPE CALCULATIONS

NEW TREES

LANDSCAPING

- 1

AREA FOOTAGE
LIVING AREA:
 5,584 SqFt.
PATIO
 2,550 SqFt.

OWNER / PROPRIETOR :
DUAL ENTERPRISES, LLC
P.O. BOX 972808
EL PASO, TEXAS 79997
PHONE : (915) 565-1428

SPECIAL PERMIT FOR
A BALLROOM FOR :
GRAND GALA EVENTS LLC.
12798 EDMERE BLVD. BUILDING E
EL PASO COUNTY , TX.

**BARRANDY
DESIGN**
CAP PARTIAL SELLERS
5 SPICE PLAZA
10720 TONY AOWAN
EL PASO, TX 79906

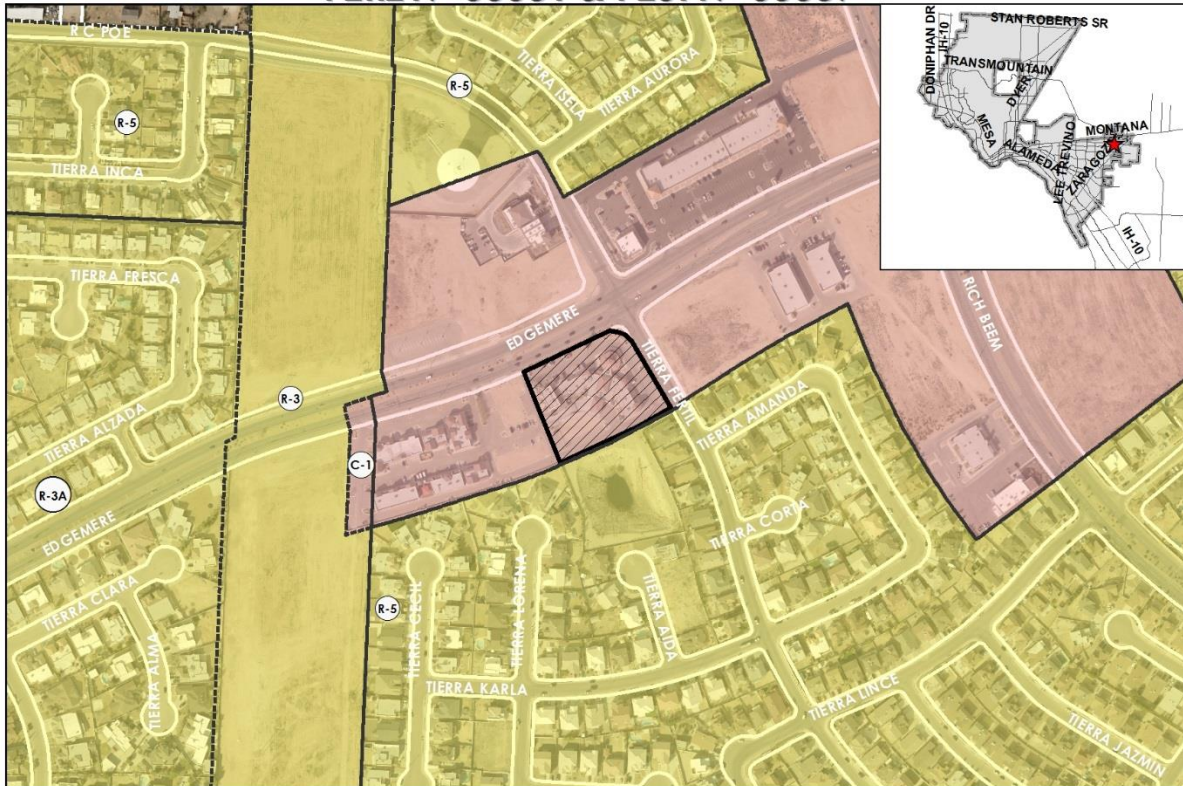
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REVISIONS

ATTACHMENT 2

Zoning Map

PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

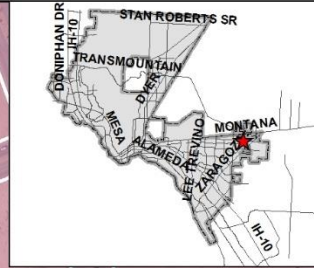
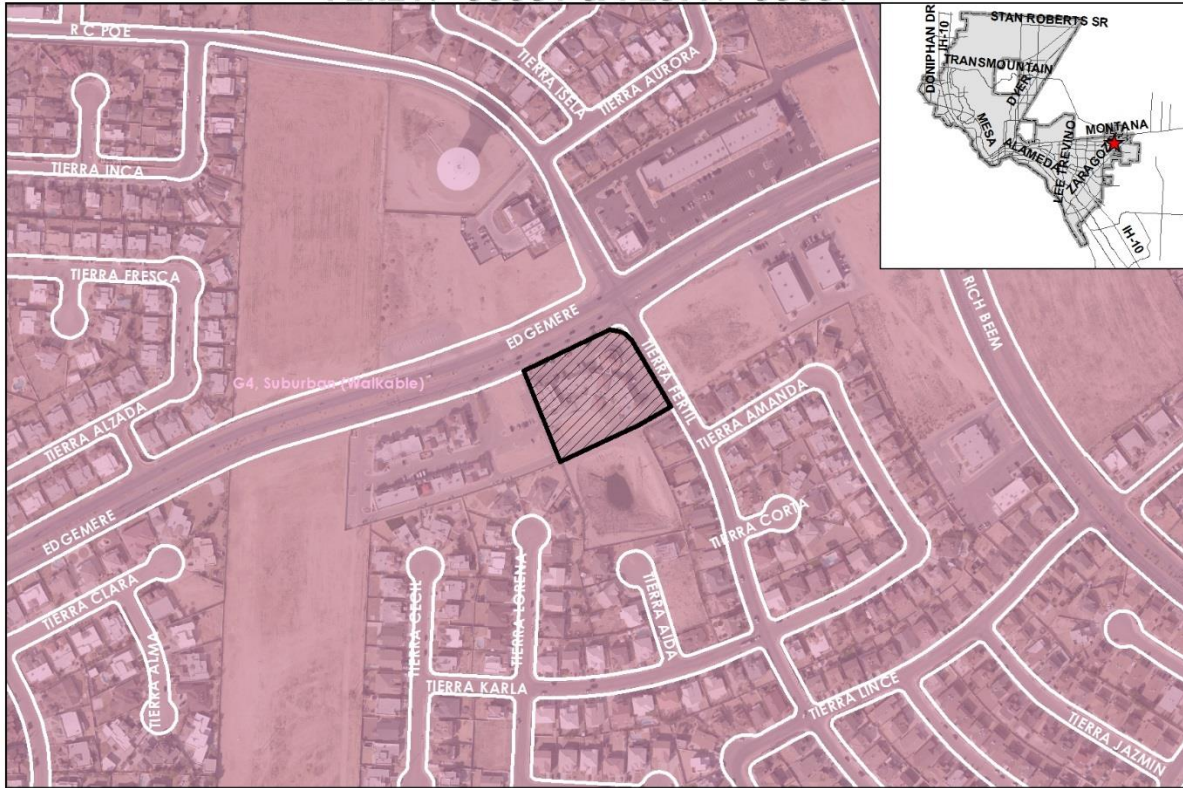
0 125 250 500 750 1,000 Feet



ATTACHMENT 3

Future Land Use Map

PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 125 250 500 750 1,000 Feet



ATTACHMENT 4

Department Comments

Planning and Inspections Department - Planning Division

No objections to the special permit request.

Texas Department of Transportation

Development is not abutting State Right of Way.

Planning and Inspections Department – Plan Review & Landscaping Division

No objection to proposed special permit.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

1. No objections to special permit and detailed site development plan review.
2. Approval of the site plans by CPC constitutes a determination that the applicant is in compliance with the minimum provisions. Applicant is responsible for the adequacy of such plans, insuring that storm-water is in compliance with ordinances, codes, DSC, and DDM. Failure to comply may require the applicant to seek re-approval of the site plans from CPC.

Fire Department

Recommended approval.

Sun Metro

Sun Metro does not oppose this request.

Sun Metro routes 51 and 75 provide service along Edgemere with a bus stop as well as a Park and Ride facility directly north of the subject parcel. Route 51 has a bus stop abutting the subject property.

Montana Brio will be providing service along Edgemere in late 2020. The Future Far-East Transfer Center will be located to the north of the subject property.

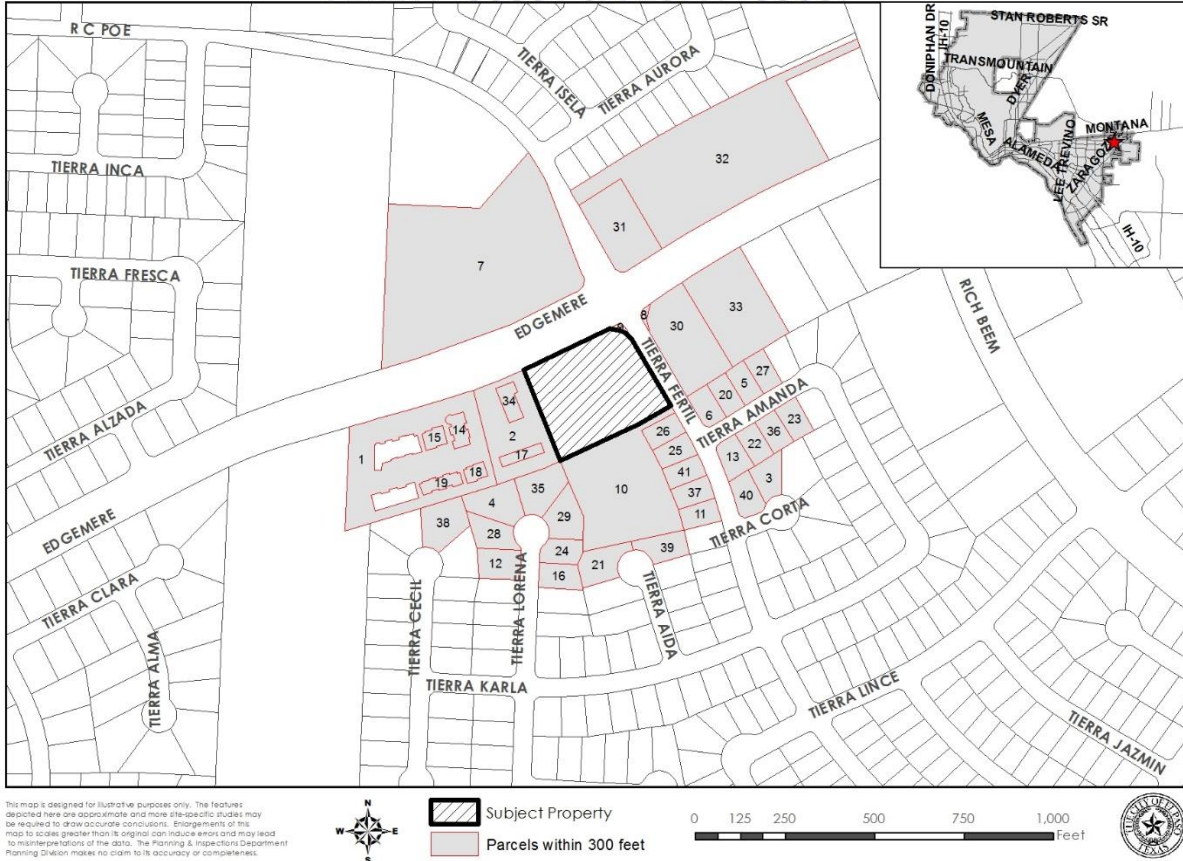
El Paso Water

No comments received.

ATTACHMENT 5

Public Notification Boundary Map

PZRZ17-00031 & PZST17-00037



ATTACHMENT 6

Five letters and a petition with 25 signatures in Opposition

The John and Shelly Martin 2012 Dynasty Trust

NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

Via E-mail - sallouman@elpasotexas.gov & Regular U.S. Mail

February 1, 2018

City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, Texas 79950-1890

Re: **Case No.: PZRZ17-00031 and PZST17-00037**
Request to change zoning submitted to the City Plan Commission
Applicant: Dual Enterprises, Inc.
Property: 12798 Edgemere Boulevard
Legal Description: Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

The John and Shelly Martin 2012 Dynasty Trust (the "2012 Trust") is the owner of a Portion of Lot 2, Block 166, Tierra Del Este Unit 48 and is situated contiguous (next) to the property to be considered for rezoning. Please consider this letter our official Notice of Objection to the Request to Change Zoning submitted by Dual Enterprises, Inc. The request is to change the zoning from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with special permit approval. The applicant is also requesting a special permit in order to allow for a ballroom in C-2 (Commercial) zone district.

Allowing the change of zoning would adversely affect our property and those of our neighboring business owners and tenants. Specifically, the Reciprocal Easement Agreement filed of public record since 2008 (see attached Exhibit "A") would allow the anticipated patrons of a ballroom/party facility to use parking spaces that were intended for patrons of a business park and not a party facility.

The 2012 Trust adamantly objects to the proposed change as it would be detrimental to the integrity of the professional business park created and known as the Quail Park Business Office Park.

In addition, the neighboring single-family homeowners that back-up and are adjacent to the property designated for the zoning changes should all be adamantly opposed to this change too.

Sincerely,


The John and Shelly Martin 2012 Dynasty Trust

John C. Martin, Trustee

6701 N. Mesa, El Paso, Texas 79912 • (915) 545-2222

#411
11 pages

Doc# 20080001813

RECIPROCAL EASEMENT AGREEMENT

Preamble

This Reciprocal Easement Agreement ("Agreement") is entered into on the 24th day of December, 2007 by FIRST NATIONAL BANK, a national banking association ("FNB") and LAND BARONS OF EL PASO DEL NORTE, L.L.C., a Texas limited liability company ("LB").

RECITALS

1. FNB is the owner of Lot 1, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, El Paso County, Texas ("FNB's Parcel").
2. LB is the owner of Lot 2, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, County of El Paso, State of Texas and Lot 1, Block 1, Land Barons Subdivision, City of El Paso, County of El Paso, State of Texas according to the plat thereof recorded in Clerk's File No. 20070114512, El Paso County Clerk's records, (collectively, the "LB Parcel"). FNB's Parcel and LB's Parcel are sometimes referred to as the "Parcels" and individually referred to as the "Parcel".
3. The Parties intend to independently develop the Parcels into separate but adjacent retail and office developments (collectively the "Developments").
4. The parties to this Agreement desire to establish and dedicate non-exclusive, perpetual easements for parking and the vehicular and pedestrian ingress and egress over and across the Common Areas of the respective Parcels.

THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Common Areas Defined

1.01. The term "Common Areas" means the portions of each Parcel that are from time to time used by a Party and its Users for Parking Areas, roadways and walkways. Each Party shall have the right to alter the Parking Areas, driveways and walkways except that neither Party shall construct any curbs or barriers between the respective Parcels.

Users Defined

1.02. The term "Users" means each of the Parties to this Agreement, their respective successors and assigns of all or any part of the Parcels and any Person entitled at any time to the use and occupancy of a portion of either of the Developments under a lease,

license, concession agreement, or other instrument or arrangement with a Party, and their respective employees, customers and invitees.

Parking Areas Defined

1.03. The term "Parking Areas" means those Common Areas used for the parking of motor vehicles, including incidental roadways, walkways, and landscaping contained within these Parking Areas. However, truck ramps, and loading and delivery areas located in Common Areas and immediately adjacent to buildings in Commercial Areas are not included in "Parking Areas."

Party Defined

1.04. The term "Party" means each Person executing this Agreement, or that Person's successor in interest to all or any portion of a Parcel, as shown by the Real Property Records of El Paso County, State of Texas, and determined as of the time in question.

Person Defined

1.05. The term "Person" means an individual or a partnership, firm, association, corporation, limited liability company trust, or any other form of legal or business entity.

ARTICLE 2 EASEMENTS

Grants of Easements

2.01. (a) LB grants, sells, and conveys to FNB and FNB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from, and access to and from and access across the Common Areas from time to time located on the LB Parcel which LB uses from time to time for parking, driveway and walkway purposes for the benefit of all or any portion of FNB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. LB binds LB and LB's successors and assigns of any portion of the LB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in FNB and FNB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the foregoing, during construction of the improvements on the FNB Parcel, said easements shall not be used by FNB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the FNB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the LB Parcel.

(b) FNB grants, sells, and conveys to LB and LB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from and access to and from and access across the Common Areas from time to time located on the FNB Parcel for parking, driveway and walkway purposes for the benefit of all or any portion of LB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. FNB binds FNB and FNB's successors and assigns of any portion of the FNB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in LB and LB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the forgoing, during construction of the improvements on the LB Parcel, said easements shall not be used by LB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the LB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the FNB Parcel.

Use and Location

2.02. The Parties and other Users will be entitled to exercise direct access to and between the Parcels without interference except as set forth in this Agreement and to use all access areas, driveways, and Parking Areas located on any portion of the Parcels in exercising the easements. Except for the two driveways reflected on the Site Plan attached hereto as Exhibit "A", which shall remain unobstructed at all times, a Party may from time to time alter the location of its driveways, walkways, Parking Areas, buildings and other improvements on the portion of the Parcels owned by that Party. A Party's employees, customers, and other invitees will not be entitled to park on the other Party's Parcel and each Party shall take reasonable action to prevent breach of this restriction.

Nature of Easements

2.03. The easements are appurtenant to and for the benefit of each Parcel owned by each Party, whether or not the easements are referenced or described in any conveyance of a Parcel or any portion thereof. These grants of easements benefit the Users and each Party's successors, assigns, who at any time own the Parcels or any interest therein. No easement may be transferred, assigned, or encumbered except as appurtenant to the benefited Parcels.

Repair and Maintenance of Easements

2.04 Each Party is responsible for all maintenance and repairs of the Common Area subject to the easement on its Parcel.

Duration of Easements

2.05 Each easement granted under this Article is perpetual unless terminated by written agreement of all Parties then owning an interest in either of the Parcels.

Rights Reserved

2.06 Each Party reserves for that Party and that Party's successors and assigns the right to continue to use and enjoy the surface of the Parcels for all purposes that do not unreasonably interfere or interrupt the use or enjoyment of the easements.

ARTICLE 3 CONDEMNATION

No Termination

3.01. No taking by eminent domain (or purchase in lieu of taking) of any portion of the Common Area of either Parcel entitles any Party to terminate this Agreement.

Common Areas Taken

3.02. Section 3.03 applies if a taking by eminent domain (or purchase in lieu of taking) occurs with respect to either:

(a) Parking Areas located on the Common Areas, if the remaining Parking Areas, after the taking, violate the then applicable zoning law; or

(b) Any other portion of the Common Areas, if the taking results in a closure of all ingress and egress from adjacent public streets to either of the Developments.

Corrective Plan

3.03. If the criteria of section 3.02 are met, then the Parties must, in good faith, endeavor to agree on a plan of corrective work to either:

(a) Bring the remaining Parking Areas into compliance with the then-applicable zoning law by either obtaining a zoning exception, variance, or by providing substitute, additional Parking Areas.

(b) Provide new ingress and egress routes to and from the adjacent public streets in a way that complies with the then-applicable zoning law.

Cost of Corrective Work

3.04. The owner of the Parcel which is subject to the condemnation shall pay for any corrective work to the Common Areas identified in section 3.02 and agreed to by the Parties.

ARTICLE 4 CHANGE OF OWNERSHIP

Each Party with respect to its Parcel shall use reasonable efforts to notify the other Party in the event of a sale or conveyance of their respective Parcel or any portion thereof, and to provide the name and mailing address of the transferee within ten (10) days thereafter. Any failure to give said notice shall not impair the conveyance of title to the subject property or affect the binding nature of the terms, conditions and obligations attributable to the owner of said Parcel as imposed by this Agreement. Except for duties, liabilities and obligations that accrue during the time a Party owns its respective Parcel, the respective duties, liability and obligations of each Party hereto shall cease upon such Party's sale or conveyance of its entire remaining interest in its respective Parcel, and following any such sale or conveyance, the duties, liabilities and obligations imposed by this Agreement shall be binding upon the successor-in-interest to such Parcel or any portion thereof to the extent such duties and obligations arise during the time that such successor-in-interest owns such Tract or any portion thereof.

ARTICLE 5 DEFAULT, TERMINATION, AND REMEDIES

Legal and Equitable Remedies

5.01. If a Party or User of that Party's Parcel actually breaches or threatens to breach a provision of this Agreement, any other Party has the right to pursue any available legal or equitable remedy, such as damages, injunctions, and restraining orders, in addition to those remedies specified here, except for those remedies that are expressly prohibited. All remedies are cumulative; the pursuit of any available remedy does not constitute a waiver or election of remedies with respect to all other available remedies.

Notice Before Default

5.02. Unless provided otherwise in this Agreement, a Party is not deemed to be in default under this Agreement until that Party has been notified in writing by the other Party that describes the act or omission and either:

(a) The Party fails to cure the default within thirty (30) days after the date of the notice of default ("Cure Period").

(b) If the default is not capable of cure within the Cure Period, the Party fails to commence cure within the Cure Period and to diligently pursue it to completion within a reasonable time.

Termination Not Permitted for Breach

5.03. A breach of this Agreement does not entitle a Party to cancel, rescind, or terminate this Agreement in whole or part.

Right of Nondefaulting Party to Cure

5.04. A Party has the right, but not the obligation, to cure a default of any other Party on behalf of and at the sole expense of the defaulting Party. This right of cure may not be exercised until:

(a) Written notice as provided by section 5.02 has been given.

(b) The Cure Period set forth in section 5.02 has elapsed and the defaulting Party remains in default.

Reimbursement Rights

5.05. If a Party cures a default of another Party under section 5.04, then the defaulting Party must pay to the curing Party:

(a) All reasonable costs and expenses reasonably incurred in effecting the cure, plus interest at the then-maximum legal rate.

(b) All court costs and reasonable attorney's fees incurred by the curing Party.

Force Majeure

5.06. Unless otherwise provided in this Agreement, a Party may be excused from a delay in performance under this Agreement that is caused by the act of a public enemy, war, war defense condition, act of God, the elements, strike, walkout, or other causes beyond the Party's reasonable control. However, each Party must use reasonable diligence to avoid any such delay and to resume its performance as promptly as possible after the delay.

Attorneys' Fees

5.07. In any action between Parties concerning this Agreement or for enforcement of rights and duties of a Party, the prevailing Party in the action is entitled to reasonable attorney's fees.

ARTICLE 6 MISCELLANEOUS

Amendment

6.01. Except as otherwise provided in this Agreement, this Agreement, including its Exhibits, may be cancelled, modified, or amended only by a writing that is executed by all of the Parties. No cancellation, modification, or amendment may require the prior approval or consent of any User.

Covenants Run With Land

6.02. The covenants, restrictions, conditions, and provisions of this Agreement (whether affirmative or negative in nature):

- (a) Are made for the direct, mutual, and reciprocal benefit of each Parcel;
 - (b) Constitute covenants running with the land;
 - (c) Constitute and are enforceable as mutual equitable servitudes on each Parcel in favor of the other Parcel;
 - (d) Bind every person having a fee, leasehold, or other interest in a Parcel;
- and
- (e) Inure to the benefit of the Parties and their respective successors and assigns.

Not a Public Dedication

6.03. Nothing contained in this Agreement may be deemed to be a gift or dedication of any portion of the parcels or Developments to or for the general public or for any public purpose whatsoever. This Agreement is strictly limited to the purposes explicitly set forth here.

Severability

6.04. If a provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining portions remain in full force and effect.

Notices

6.05. All notices, statements, demands, requests, approvals, or other communications (collectively referred to as "notices") to be given under or pursuant to this Agreement must be in writing, addressed to the Parties at their respective addresses set forth below. Notices must be delivered in person, or by certified or registered mail, return receipt requested and postage prepaid. Notices are deemed given on the date personal delivery is made or, in the case of mailed notices, the date of delivery indicated on the requested return receipt. Notices to Parties must be sent to the following addresses unless and until a Party changes its address by written notice given to all other Parties:

FIRST NATIONAL BANK
7400 Viscount
El Paso, Texas 79925

LAND BARONS OF EL PASO DEL NORTE, L.L.C.
601 N. Mesa, Suite 100
El Paso, Texas 79901.

No Partnership or Joint Venture

6.06. This Agreement may not be construed or deemed to create a relationship of partnership or joint venture among the Parties or between any of them.

Recordation

6.07. The Parties shall cause this Agreement to be recorded, as soon as possible after the execution of this Agreement, in the Real Property Records of the County of El Paso, Texas.

Effective Date

6.08. The effective date of this Agreement is the date on which it is recorded

This Agreement and instrument is executed this 24th day of December, 2007, at El Paso, Texas.

FIRST NATIONAL BANK

By:


Douglas R. McLean, President

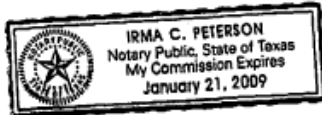
LAND BARONS OF EL PASO DEL NORTE, L.L.C.

By: [Signature]
Ron Costa, Manager

By: [Signature]
John Martin, Manager

STATE OF TEXAS)
COUNTY OF EL PASO)

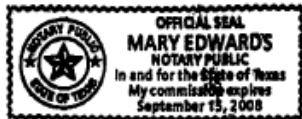
This instrument was acknowledged before me on this 24th day of Dec, 2007,
by Douglas R. McLean, President of First National Bank, a national banking association, on
behalf of said association.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF EL PASO)

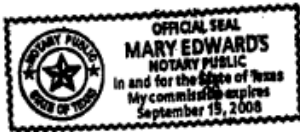
This instrument was acknowledged before me on this 7th day of
January, 2007, by Ron Costa, Manager of Land Barons of El Paso Del Norte,
L.L.C., a Texas limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 7th day of January, 2007, by John Martin, Manager of Land Barons of El Paso Del Norte, L.L.C., a Texas limited liability company, on behalf of said company.




NOTARY PUBLIC, STATE OF TEXAS

**Site Plan showing Two Driveways
and anticipated Improvement Locations**



High Planes Venture, LLC

NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

Via E-mail - sallouman@elpasotexas.gov & Regular U.S. Mail

January 31, 2018

City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, Texas 79950-1890

Re : Case No.: PZRZ17-00031 and PZST17-00037
Request to change zoning submitted to the City Plan Commission
Applicant : Dual Enterprises, Inc.
Property : 12798 Edgemere Boulevard
Legal Description : Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

High Planes Venture, LLC ("High Planes") is the owner of Buildings E, F, G & H at Quail Park business office park situated contiguous (next) to the property to be considered for rezoning. Please consider this letter our official Notice of Objection to the Request to Change Zoning submitted by Dual Enterprises, Inc. The request is to change the zoning from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with special permit approval. The applicant is also requesting a special permit in order to allow for a ballroom in C-2 (Commercial) zone district.

Allowing the change of zoning would adversely affect our lot and specifically the Reciprocal Easement Agreement (see attached Exhibit "A") now in place would allow the patrons of a ballroom to use parking spaces that were intended for patrons of a business park and not a party facility. The ballroom facility would promote late night noise and trash and be the cause of disturbance to a very nice, quiet and professionally developed office park for professionals, doctors, and a children's nursery & daycare center.

High Planes adamantly objects to the proposed change as it would be detrimental to the integrity of the professional business office park.

Sincerely,


High Planes Venture, LLC

Douglas O. Borrett, Managing Member

6701 N. Mesa, El Paso, Texas 79912 • (915) 545-2222

#411
11 Pages

Doc# 20080001813

RECIPROCAL EASEMENT AGREEMENT

Preamble

This Reciprocal Easement Agreement ("Agreement") is entered into on the 24th day of December, 2007 by FIRST NATIONAL BANK, a national banking association ("FNB") and LAND BARONS OF EL PASO DEL NORTE, L.L.C., a Texas limited liability company ("LB").

RECITALS

1. FNB is the owner of Lot 1, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, El Paso County, Texas ("FNB's Parcel").
2. LB is the owner of Lot 2, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, County of El Paso, State of Texas and Lot 1, Block 1, Land Barons Subdivision, City of El Paso, County of El Paso, State of Texas according to the plat thereof recorded in Clerk's File No. 20070114512, El Paso County Clerk's records, (collectively, the "LB Parcel"). FNB's Parcel and LB's Parcel are sometimes referred to as the "Parcels" and individually referred to as the "Parcel".
3. The Parties intend to independently develop the Parcels into separate but adjacent retail and office developments (collectively the "Developments").
4. The parties to this Agreement desire to establish and dedicate non-exclusive, perpetual easements for parking and the vehicular and pedestrian ingress and egress over and across the Common Areas of the respective Parcels.

THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Common Areas Defined

1.01. The term "Common Areas" means the portions of each Parcel that are from time to time used by a Party and its Users for Parking Areas, roadways and walkways. Each Party shall have the right to alter the Parking Areas, driveways and walkways except that neither Party shall construct any curbs or barriers between the respective Parcels.

Users Defined

1.02. The term "Users" means each of the Parties to this Agreement, their respective successors and assigns of all or any part of the Parcels and any Person entitled at any time to the use and occupancy of a portion of either of the Developments under a lease,

license, concession agreement, or other instrument or arrangement with a Party, and their respective employees, customers and invitees.

Parking Areas Defined

1.03. The term "Parking Areas" means those Common Areas used for the parking of motor vehicles, including incidental roadways, walkways, and landscaping contained within these Parking Areas. However, truck ramps, and loading and delivery areas located in Common Areas and immediately adjacent to buildings in Commercial Areas are not included in "Parking Areas."

Party Defined

1.04. The term "Party" means each Person executing this Agreement, or that Person's successor in interest to all or any portion of a Parcel, as shown by the Real Property Records of El Paso County, State of Texas, and determined as of the time in question.

Person Defined

1.05. The term "Person" means an individual or a partnership, firm, association, corporation, limited liability company trust, or any other form of legal or business entity.

ARTICLE 2 EASEMENTS

Grants of Easements

2.01. (a) LB grants, sells, and conveys to FNB and FNB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from, and access to and from and access across the Common Areas from time to time located on the LB Parcel which LB uses from time to time for parking, driveway and walkway purposes for the benefit of all or any portion of FNB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. LB binds LB and LB's successors and assigns of any portion of the LB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in FNB and FNB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the foregoing, during construction of the improvements on the FNB Parcel, said easements shall not be used by FNB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the FNB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the LB Parcel.

(b) FNB grants, sells, and conveys to LB and LB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from and access to and from and access across the Common Areas from time to time located on the FNB Parcel for parking, driveway and walkway purposes for the benefit of all or any portion of LB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. FNB binds FNB and FNB's successors and assigns of any portion of the FNB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in LB and LB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the foregoing, during construction of the improvements on the LB Parcel, said easements shall not be used by LB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the LB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the FNB Parcel.

Use and Location

2.02. The Parties and other Users will be entitled to exercise direct access to and between the Parcels without interference except as set forth in this Agreement and to use all access areas, driveways, and Parking Areas located on any portion of the Parcels in exercising the easements. Except for the two driveways reflected on the Site Plan attached hereto as Exhibit "A", which shall remain unobstructed at all times, a Party may from time to time alter the location of its driveways, walkways, Parking Areas, buildings and other improvements on the portion of the Parcels owned by that Party. A Party's employees, customers, and other invitees will not be entitled to park on the other Party's Parcel and each Party shall take reasonable action to prevent breach of this restriction.

Nature of Easements

2.03. The easements are appurtenant to and for the benefit of each Parcel owned by each Party, whether or not the easements are referenced or described in any conveyance of a Parcel or any portion thereof. These grants of easements benefit the Users and each Party's successors, assigns, who at any time own the Parcels or any interest therein. No easement may be transferred, assigned, or encumbered except as appurtenant to the benefited Parcels.

Repair and Maintenance of Easements

2.04 Each Party is responsible for all maintenance and repairs of the Common Area subject to the easement on its Parcel.

Duration of Easements

2.05 Each easement granted under this Article is perpetual unless terminated by written agreement of all Parties then owning an interest in either of the Parcels.

Rights Reserved

2.06 Each Party reserves for that Party and that Party's successors and assigns the right to continue to use and enjoy the surface of the Parcels for all purposes that do not unreasonably interfere or interrupt the use or enjoyment of the easements.

ARTICLE 3 CONDEMNATION

No Termination

3.01. No taking by eminent domain (or purchase in lieu of taking) of any portion of the Common Area of either Parcel entitles any Party to terminate this Agreement.

Common Areas Taken

3.02. Section 3.03 applies if a taking by eminent domain (or purchase in lieu of taking) occurs with respect to either:

(a) Parking Areas located on the Common Areas, if the remaining Parking Areas, after the taking, violate the then applicable zoning law; or

(b) Any other portion of the Common Areas, if the taking results in a closure of all ingress and egress from adjacent public streets to either of the Developments.

Corrective Plan

3.03. If the criteria of section 3.02 are met, then the Parties must, in good faith, endeavor to agree on a plan of corrective work to either:

(a) Bring the remaining Parking Areas into compliance with the then-applicable zoning law by either obtaining a zoning exception, variance, or by providing substitute, additional Parking Areas.

(b) Provide new ingress and egress routes to and from the adjacent public streets in a way that complies with the then-applicable zoning law.

Cost of Corrective Work

3.04. The owner of the Parcel which is subject to the condemnation shall pay for any corrective work to the Common Areas identified in section 3.02 and agreed to by the Parties.

ARTICLE 4 CHANGE OF OWNERSHIP

Each Party with respect to its Parcel shall use reasonable efforts to notify the other Party in the event of a sale or conveyance of their respective Parcel or any portion thereof, and to provide the name and mailing address of the transferee within ten (10) days thereafter. Any failure to give said notice shall not impair the conveyance of title to the subject property or affect the binding nature of the terms, conditions and obligations attributable to the owner of said Parcel as imposed by this Agreement. Except for duties, liabilities and obligations that accrue during the time a Party owns its respective Parcel, the respective duties, liability and obligations of each Party hereto shall cease upon such Party's sale or conveyance of its entire remaining interest in its respective Parcel, and following any such sale or conveyance, the duties, liabilities and obligations imposed by this Agreement shall be binding upon the successor-in-interest to such Parcel or any portion thereof to the extent such duties and obligations arise during the time that such successor-in-interest owns such Tract or any portion thereof.

ARTICLE 5 DEFAULT, TERMINATION, AND REMEDIES

Legal and Equitable Remedies

5.01. If a Party or User of that Party's Parcel actually breaches or threatens to breach a provision of this Agreement, any other Party has the right to pursue any available legal or equitable remedy, such as damages, injunctions, and restraining orders, in addition to those remedies specified here, except for those remedies that are expressly prohibited. All remedies are cumulative; the pursuit of any available remedy does not constitute a waiver or election of remedies with respect to all other available remedies.

Notice Before Default

5.02. Unless provided otherwise in this Agreement, a Party is not deemed to be in default under this Agreement until that Party has been notified in writing by the other Party that describes the act or omission and either:

(a) The Party fails to cure the default within thirty (30) days after the date of the notice of default ("Cure Period").

(b) If the default is not capable of cure within the Cure Period, the Party fails to commence cure within the Cure Period and to diligently pursue it to completion within a reasonable time.

Termination Not Permitted for Breach

5.03. A breach of this Agreement does not entitle a Party to cancel, rescind, or terminate this Agreement in whole or part.

Right of Nondefaulting Party to Cure

5.04. A Party has the right, but not the obligation, to cure a default of any other Party on behalf of and at the sole expense of the defaulting Party. This right of cure may not be exercised until:

(a) Written notice as provided by section 5.02 has been given.

(b) The Cure Period set forth in section 5.02 has elapsed and the defaulting Party remains in default.

Reimbursement Rights

5.05. If a Party cures a default of another Party under section 5.04, then the defaulting Party must pay to the curing Party:

(a) All reasonable costs and expenses reasonably incurred in effecting the cure, plus interest at the then-maximum legal rate.

(b) All court costs and reasonable attorney's fees incurred by the curing Party.

Force Majeure

5.06. Unless otherwise provided in this Agreement, a Party may be excused from a delay in performance under this Agreement that is caused by the act of a public enemy, war, war defense condition, act of God, the elements, strike, walkout, or other causes beyond the Party's reasonable control. However, each Party must use reasonable diligence to avoid any such delay and to resume its performance as promptly as possible after the delay.

Attorneys' Fees

5.07. In any action between Parties concerning this Agreement or for enforcement of rights and duties of a Party, the prevailing Party in the action is entitled to reasonable attorney's fees.

ARTICLE 6 MISCELLANEOUS

Amendment

6.01. Except as otherwise provided in this Agreement, this Agreement, including its Exhibits, may be cancelled, modified, or amended only by a writing that is executed by all of the Parties. No cancellation, modification, or amendment may require the prior approval or consent of any User.

Covenants Run With Land

6.02. The covenants, restrictions, conditions, and provisions of this Agreement (whether affirmative or negative in nature):

- (a) Are made for the direct, mutual, and reciprocal benefit of each Parcel;
 - (b) Constitute covenants running with the land;
 - (c) Constitute and are enforceable as mutual equitable servitudes on each Parcel in favor of the other Parcel;
 - (d) Bind every person having a fee, leasehold, or other interest in a Parcel;
- and
- (e) Inure to the benefit of the Parties and their respective successors and assigns.

Not a Public Dedication

6.03. Nothing contained in this Agreement may be deemed to be a gift or dedication of any portion of the parcels or Developments to or for the general public or for any public purpose whatsoever. This Agreement is strictly limited to the purposes explicitly set forth here.

Severability

6.04. If a provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining portions remain in full force and effect.

Notices

6.05. All notices, statements, demands, requests, approvals, or other communications (collectively referred to as "notices") to be given under or pursuant to this Agreement must be in writing, addressed to the Parties at their respective addresses set forth below. Notices must be delivered in person, or by certified or registered mail, return receipt requested and postage prepaid. Notices are deemed given on the date personal delivery is made or, in the case of mailed notices, the date of delivery indicated on the requested return receipt. Notices to Parties must be sent to the following addresses unless and until a Party changes its address by written notice given to all other Parties:

FIRST NATIONAL BANK
7400 Viscount
El Paso, Texas 79925

LAND BARONS OF EL PASO DEL NORTE, L.L.C.
601 N. Mesa, Suite 100
El Paso, Texas 79901.

No Partnership or Joint Venture

6.06. This Agreement may not be construed or deemed to create a relationship of partnership or joint venture among the Parties or between any of them.

Recordation

6.07. The Parties shall cause this Agreement to be recorded, as soon as possible after the execution of this Agreement, in the Real Property Records of the County of El Paso, Texas.

Effective Date

6.08. The effective date of this Agreement is the date on which it is recorded

This Agreement and instrument is executed this 24th day of December, 2007, at El Paso, Texas.

FIRST NATIONAL BANK

By: 
Douglas R. McLean, President

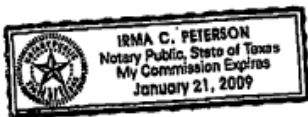
LAND BARONS OF EL PASO DEL NORTE, L.L.C.

By: [Signature]
Ron Costa, Manager

By: [Signature]
John Martin, Manager

STATE OF TEXAS)
COUNTY OF EL PASO)

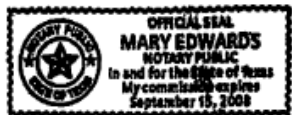
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by Douglas R. McLean, President of First National Bank, a national banking association, on
behalf of said association.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF EL PASO)

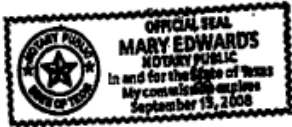
This instrument was acknowledged before me on this 7th day of
January, 2008, by Ron Costa, Manager of Land Barons of El Paso Del Norte,
L.L.C., a Texas limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

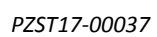
STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 7th day of January, 2007, by John Martin, Manager of Land Barons of El Paso Del Norte, L.L.C., a Texas limited liability company, on behalf of said company.



Mary Edwards
NOTARY PUBLIC, STATE OF TEXAS

**Site Plan showing Two Driveways
and anticipated Improvement locations**



NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

*Via E-mail - salloumam@elpasotexas.gov
& Regular U.S. Mail*

February 3, 2018

City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, Texas 79950-1890

Re : **Case No.: PZRZ17-00031 and PZST17-00037**
Request to change zoning submitted to the City Plan Commission
Applicant : Dual Enterprises, Inc.
Property : 12798 Edgemere Boulevard
Legal Description : Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

We the undersigned are single-family homeowners and/or tenants (collectively "the residents") in the neighborhood situated next to and around the property to be considered for rezoning. Please consider this letter our official Notice of Objection to the Request to Change Zoning submitted by Dual Enterprises, Inc. The request is to change the zoning from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with special permit approval. The applicant is also requesting a special permit in order to allow for a ballroom in C-2 (Commercial) zone district.

Allowing the requested change in zoning would adversely affect the quiet enjoyment of our residential neighborhood. The change would promote late night noise and trash and be the cause of disturbances to an otherwise peaceful neighborhood and would compromise the tranquility we currently enjoy.

The undersigned residents hereby join together, as is evidenced by our signatures below, in adamantly objecting to the proposed change in zoning.

Sincerely,

Ricardo Ramos

3516 Tierra Cecil Place
El Paso, Texas 79938

soni
X *Pablo Polanco*

Maria E. & Eduardo A. Chavez

He Elena

3517 Tierra Cecil Place
El Paso, Texas 79938

Omar A. & Jessica Almela

3525 Tierra Lorena Drive
El Paso, Texas 79938

Manuel Jr. & Angelica Ponce

3524 Tierra Lorena Drive
El Paso, Texas 79938

Tenants

K. L. Shelton
Owner: Angelina C. Ventura-Uy
3533 Tierra Fertile Drive
El Paso, Texas 79938
Kenneth L. Shelton

Humberto & Juana H. Flores

HUMBERTO FLORES
Juana H. Flores
3521 Tierra Cecil Place
El Paso, Texas 79938

Craig Pollard

Craig Pollard
3521 Tierra Lorena Drive
El Paso, Texas 79938

Tenants

Rafael G. Delgado
RAFAEL G. DELGADO
Owner: The Rafael & Isabel Delgado Trust
3528 Tierra Lorena Drive
El Paso, Texas 79938

Maria E. Villanueva


Maria E. Villanueva
3529 Tierra Fertile Drive
El Paso, Texas 79938

Cesar Antonio & Norma Pedroza

Cesar Antonio & Norma Pedroza
3520 Tierra Cecil Place
El Paso, Texas 79938

Armando Pacheco & Doris Vega





3537 Tierra Fertil Drive
El Paso, Texas 79938

Gisella Y. Bonilla



12801 Tierra Amanda Lane
El Paso, Texas 79938

Gerald D. Hirsch

12805 Tierra Amanda Lane
El Paso, Texas 79938

Dennis Blake Anderson

12809 Tierra Amanda Lane
El Paso, Texas 79938

GEM INVESTMENTS, LLC

February 7, 2018

**City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, TX 79950-1890**

**Re: Case No. PZRZ17-00031 and PZST17-00037
Request to change zoning submitted to the City Plan Commission**
Applicant: Dual Enterprises, Inc.
Property: 12798 Edgemere Blvd.
Legal Description: Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

GEM Investments, LLC is the owner of a Portion of Lot 2, Block 166, Tierra del Este Unit Forty-Eight and is next to the property being considered for rezoning. We understand the rezoning would allow C-2 commercial. Our main concern has to do with parking. The parking for all buildings in this area was designed for office use. In fact, the name of the complex is named the Quail Park Business Office Park. Allowing the change might encourage loitering, vandalism and accumulation of trash around our office buildings after business hours.

Therefore, GEM Investments, LLC objects to the proposed change due to the potential harm and security of our office buildings.

Sincerely,



Jorge Arroyo
President

12770 Edgemere Blvd., Building A, Ste. 1, El Paso, TX 79938 (915)593-7707

HPCC INVESTMENTS, LLC

February 7, 2018

City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, TX 79950-1890

Re: Case No. PZRZ17-00031 and PZST17-00037

Request to change zoning submitted to the City Plan Commission

Applicant: Dual Enterprises, Inc.

Property: 12798 Edgemere Blvd.

Legal Description: Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

HPCC Investments, LLC is the owner of a Portion of Lot 2, Block 166, Tierra del Este Unit Forty-Eight and is next to the property being considered for rezoning. We understand the rezoning would allow C-2 commercial. Our main concern has to do with parking. The parking for all buildings in this area was designed for office use. In fact, the name of the complex is named the Quail Park Business Office Park. Allowing the change might encourage loitering, vandalism and accumulation of trash around our office buildings after business hours.

Therefore, HPCC Investments, LLC objects to the proposed change due to the potential harm and security of our office buildings.

Sincerely,



Priscilla Hernandez
Vice-President

12770 Edgemere Blvd., Building A, Ste. 1, El Paso, TX 79938 (915)593-7707

Case No. PZRZ17-00031 and PZST17-00037

CPS c/o Planning Division

PO Box 1890

El Paso Texas, 79950-1890

January 31, 2018

To whom it may concern,

This letter is in reference to the Case No PZRZ17-00031 and PZST17-00037. As residents of 3537 Tierra Fertil DR, our household will be **negatively** affected by the re-zoning of this property. We live immediately next to the property and will experience the noise, parking issues along with adding more traffic and disturbance created by a ballroom next door. All the neighbors contacted by us are in agreement with us as well. **We are completely opposed to such request.** As it is, we are already experiencing traffic issues and a lot of accidents in this area due to a lack of a traffic light that was requested by us and a large amount of neighbors six years ago, and completely ignored by the authorities in charge. We expect to be heard and respected as tax payers and citizens of this area.

Sincerely,



Doris Vega, Armando Pacheco and community neighbors

3737 Tierra Fertil DR.

El Paso Texas, 79938 Tel. 525-1806

Neighbors against petition for rezoning

Case No. PZRZ17-00031 and PZST17-00037

Name	Address	Phone #	Signature
Becky Shelton	3533 Tierra Fertil	254 371 3371	<i>Becky Shelton</i>
S. De Santiago	3521 Tierra Fertil	216-9341	<i>S. De Santiago</i>
Michelle Crittendon	12736 Tierra Karla Dr	931-538-9460	<i>Michelle Crittendon</i>
Armando Mateu	12720 Tierra Karla Dr	(915) 873-5849	<i>Armando Mateu</i>
Shawn Pardee	12778 Tierra Karla Dr	(540) 844 6449	<i>Shawn Pardee</i>
John Melendez	12805 Tierra Karla Dr		<i>John Melendez</i>
Greg Schueren	12808 Tierra Karla Dr		<i>Greg Schueren</i>
David Enriquez	3501 Tierra Amanda Ln	(915) 443-7817	<i>David Enriquez</i>
Ruckles, Jeremy	3504 Tierra Amanda LN	(334) 618-1535	<i>Ruckles, Jeremy</i>
Hilda Erzono	3508 Tierra Amanda		<i>Hilda Erzono</i>
Michael Lawrence	3509 Tierra Amanda	254-220-1159	<i>Michael Lawrence</i>
Seigo Isariete	3512 Tierra Amanda	915-774	<i>Seigo Isariete</i>
Tom & Laura	3517 Tierra Amanda		<i>Tom & Laura</i>
Vanessa Arizuma	3516 Tierra Amanda Ln		<i>Vanessa Arizuma</i>
Robert Mejia	3532 Tierra Amanda Lane	(915) 367-1595	<i>Robert Mejia</i>
OWNA TOVAR	12816 Tierra Amanda Ln		<i>OWNA TOVAR</i>
FRANK MONTES	12812 Tierra Amanda	329 04 915	<i>FRANK MONTES</i>
FULGENCIO TISCARENO	12808 TIERRA AMANDA	(915) 849 9381 (915) 270-5753	<i>FULGENCIO TISCARENO</i>
Tony Bonilla	12801 Tierra Amanda	915-704-6519	<i>Tony Bonilla</i>
Margaret Dempsey	12800 Tierra Amanda Ln	931 374 1577	<i>Margaret Dempsey</i>
Tim Dooley	12800 Tierra Amanda Ln.	931-980-2559	<i>Tim Dooley</i>
Kim Dooley	12800 Tierra Amanda Ln	931 561 5756	<i>Kim Dooley</i>





















Case No. PZRZ17-00031 and PZST17-00037





















[illegible]

ATTACHMENT 7

A petition with 100 signatures in Support

Neighbors in favor of Rezoning and Special Permit for Ballroom			
Corner of Edgemere and Tierra Fertil			
Case No. PZR217-00031 and PZST17-00037			
Name	Address	Phone	Signature
1 Don Pearson	3413 Tierra Cecil	(915) 799-2192	Don Pearson
2 Amy Beatty	3521 Tim-Aranda	(915) 492-9880	Amy Beatty
3 Juan Castro	3061 Tierra Mina	915 216 3048	Juan Castro
4 Martha Olvera	12608 Tierra Dora	915 780 4260	Martha Olvera
5 Alvin Osborn	3308 Tierra Fertil De	431-577-1868	Alvin Osborn
6 Gabriela Cerna	3391 Tierra Fertil	(915) 971-9570	Gabriela Cerna
7 Mercedes Quisilla	12389 Tierra Alaska Ave	(915) 331-3978	Mercedes Quisilla
8 Isabel Oros	12389 Tierra Alaska	(915) 261-8103	Isabel Oros
9 Luu Soho	3660 Namu Road Pl	956 621 6504	Luu Soho
10 Joseph Alameda	11050 Santa Luke	915-474-7349	Joseph Alameda
11 Juan Rico	3348 Tierra Fertil B	915-218-7048	Juan Rico
12 Esperanza Rio	3348 Tierra Fertil B	915-218-7048	Esperanza Rio
13 Reyna Teller	3340 Tierra Fertil	(915) 487-3805	Reyna Teller
14 Cynthia Ariza	3321 Tierra Fertil	915-888-1411	Cynthia Ariza
15 Raul Amador	3038 Tierra Humana	915 303 0228	Raul Amador
16 Lidia Gonzalez	12727 Tierra Fertil	915 408-3120	Lidia Gonzalez
17 Maria Juarez	3449 Tierra Rich	(915) 328-3909	Maria Juarez
18 K. Rios	3923 Tierra Aurora	(915) 205-6201	K. Rios
19 Amaris Martinez	12240 Tierra Maya	(915) 383-4267	Amaris Martinez
20 David Hiale	14152 Spanish Trail	(915) 849-6510	David Hiale

Neighbors in favor of Rezoning and Special Permit for Ballroom		Case No. PZR217-00031 and PZST17-00037	
Corner of Edgemere and Tierra Fertil			
Name	Address	Phone	Signature
1 Rogelio Cuenca	13998 Lake Trail	915-781-7139	
2 Ascia Motelero	2357 Tierra Blanca Blvd	(915) 305-2254	
3 Linda Vasquez	3433 Tierra Zafiro	(915) 630-5248	
4 Luis Arriola	2433 Tierra Buena	(915) 390-8877	
5 Maria Luperio	2433 Tierra Buena	(915) 663-8568	
6 Blanca Galindo	2405 Harsh Affinity	915-637-5875	
7 Jacqueline Romo	13441 Nancy Lee	915-8857-6037	
8 Desiree Miller	14241 Smokey Point	915-987-0917	
9 Evangelina Salazar	14337 Island Point Dr.	915-691-5181	
10 Esperanza Jurado	14403 Patriot Point Dr.	915-727-8836	
11 Patricia E. Sotelo	14192 Smokey Point	915-412-0551	
12 Edward Mena	12488 Tierra Esfapa	915-588-2420	
13 Edgar Martinez	12266 Tierra Bella	915-539-7654	
14 Tomas Martinez	12266 Tierra Bella	(915) 539-9654	
15 Bernice Rye	3512 John Henry	915-271-6876	
16 Eli Rodriguez	14581 Fresca Trail	915-249-1456	
17 Alfred Robles	12413 Tierra Alta	915-433-3660	
18 Linda Moreno	12464 Tierra Limon	915-850-5848	
19 Ana Mendez	2369 Tierra Sol	915-504-2130	
20 Isabella N. Kelly	34117 Tierra Tascio	915-271-0125	

Neighbors in favor of Rezoning and Special Permit for Ballroom		Case No. PZR217-00031 and PZST17-00037	
Corner of Edgemere and Tierra Fertil			
Name	Address	Phone	Signature
1 Miman Ugas	4716 A Tierra St	(915) 216-6811	
2 Sandra Villanueva	3288 David Robo	915 691578	
3 Hilba Medina	13649 Tierra Alexis	1915 2861-3553	
4 Veronica Ayala	12529 Sombra Fuelle	(915) 7813484	
5 Maria Pizarro	4016 L. Vera Lopez	(915) 391-7141	
6 JACQUE CHANET	3177 MATHMAN WIZ	505 459 90 90	
7 Alejandra Sotelo	3321 Tierra Fertil	915 46014400	
8 Yuridia Posada	3649 Tierra Bahia	(915) 490 0549	
9 Karina Melendez	3566 Fth 2229 Tierra Bomba	(915) 849-1860	
10 Graciela Barona	12110 Tower Hill	915 276 1727	
11 Rosabeth Perez	3304 Tierra Yvette	(915) 777-9146	
12 David Medina	Tierra Alexis	915 1751-3715	
13 Roberto Chaparrin	1554 Bessie Way	383-5632	
14 Jose Alvarado	3300 Tierra Fertil	915 12342693	
15 LORRAINE JACKSON	3517 TIERRA ANITA LN	915 255-9165	
16 Isis Orana	14164 Robert Hunter	915-731-8241	
17 Melissa Hernandez	12353A Tierra Alasca	915-820-5994	
18 Nickle Monreal	1884 N. Cave Dr.	915-253-1584	
19 David Martinez	12484 Tierra Espada Dr.	915-910-354-0379	
20 Jesus Ortiz	1177 Queens Garden Cr.	915-270-3944	

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Neighbors in favor of Rezoning and Special Permit for Ballroom		
	Corner of Edgemere and Tierra Fertil	Case No. PZR217-00031 and PZST17-00037
Name	Address	Phone
1 Elaine ²⁰	14113 Terra Del Sol	915 999-7250
2 Lernaia Rodriguez	3351 Bashkir Trail	915-440-0646
3 Santos Huise	11335 Guenon dr	915-615-9793
4 Veronica Roques	1409A Tierra Leona	915 228-5351
5 Maria Rangel	14094 Tierra Leona	915 5041023
6 Andre Hill	14088 Tierra Leona Dr.	915 667 6646
7 Felipe Velazquez	14088 Tierra Leona Dr	915 493 4097
8 Patricia Vinas	12311 Lorenzo Ruiz	915 540-1742
9 Erica Diana	14168 Robert Howard	915 667 8902
10 Veronica Rodero	3844 Tierra Fila	915 637 0818
11 Patricia Aparicio	147118 Hunters Cove	575-494-1517
12 David Sanchez	1117 Edgemore	915 663-5333
13 Diana Kohn	11408 Sand Gap	915 857-7151
14 Myrna Kell	14169 Island Point	915 204 0810
15 Silvanus Martho	3349 Ed Tierra Fertil	915 691 3372
16 Jose Lopez	14148 Lasso Rock	915-309-7665
17 Jooy Janisse	3004 Fierro	915 251 7730
18 Isaac ²⁰ Prayer ²⁰ Anie	2907 Anie	915-253-6457
19 Susan Lara	14245 Spanish Point	915 740-3060
20 Cassie Caldera	11021 Spencer	915 227-8870
		Signature
		Althea
		Veronica Roques
		Maria Rangel
		Andre Hill
		Felipe Velazquez
		Patricia Vinas
		Erica Diana
		Veronica Rodero
		Patricia Aparicio
		David Sanchez
		Diana Kohn
		Myrna Kell
		Silvanus Martho
		Jose Lopez
		Jooy Janisse
		Isaac Prayer
		Susan Lara
		Cassie Caldera

Neighbors in favor of Rezoning and Special Permit for Ballroom		Case No. PZST17-00031 and PZST17-00037	
Corner of Edgemere and Tierra Fertil			
Name	Address	Phone	Signature
1 Valerie Gaudin	11905 Bravelmont	(915) 856-4957	Valerie
2 Valeria Rodriguez	12255 Tierra Bella Dr	(915) 328-3498	Valeria Rodriguez
3 Anel Soto	12340 Tierra Madre	(915) 471-1351	Ana Sue
4 Lydia Marquez	6700 Althorn Oaks	(915) 504-1803	Lydia
5 Paul German	14549 Alton Oaks	(915) 540-2073	Paul
6 Eliseo Salinas	3925 Las Castas	(915) 801-8515	Eliseo
7 Denise Gutierrez	2044 Shubbs Ridge Dr	(915) 420-7313	Denise
8 Sergio Gutierrez	12257 Tierra Bella	(915) 317-4228	Sergio
9 Debbie C. Miller	3052 Brian Isabel	(915) 269-0873	Debbie Miller
10 Diana Almones	3277 Perla Point Dr	(915) 222-5446	Diana
11 Karla Myhines	3512 Tierra Bella	(915) 541-3181	Karla
12 Joe Castillo	14209 Silver Point Ave	(915) 706-7720	Joe
13 Ishia Reiland	112900 Edgemere	(915) 921-6702	Ishia
14 Carmen Camacho	12906 Edgemere	(915) 921-6702	Carmen
15 Alfredo Serna	514 Tenny Oaks	(915) 226-5555	Alfredo
16 Estela Flores	12701 Tierra A K Road	(915) 740-0566	Estela
17 Javier Hernandez	13437 Saddle Creek	(915) 845-6444	Javier
18 Erick Garcia	3012 Garden Rock	(915) 203-6294	Erick
19 Nancy Munoz	14821 Orion Artists Ave.	(915) 345-0783	Nancy
20 Edgar Acuña	3480 Oscar m sh	(915) 946-5789	Edgar Acuña